

AGENDA

TUSAYAN TOWN COUNCIL SPECIAL MEETING

PURSUANT TO A.R.S. §38 – 431.03

Wednesday, July 28, 2015 at 5pm

TUSAYAN TOWN HALL

845 Mustang Drive, Tusayan, Arizona

Pursuant to A.R.S. § 38-431.03, notice is hereby given to the members of the Tusayan Town Council and to the general public that the Tusayan Town Council will hold a meeting open to the public on Wednesday, July 28, 2015, at the Tusayan Town Hall. If authorized by a majority vote of the Town Council, an executive session may be held immediately after the vote and will not be open to the public. The Council may vote to go into executive session pursuant to A.R.S. §38-431.03.A.3 for legal advice concerning any matter on the agenda, including those items set forth in the consent and regular agenda sections. The Town Council may change, in its discussion, the order in which any agenda items are discussed during the course of the meeting.

Persons with a disability may request a reasonable accommodation by contacting the Town Manager at 928-638-9909 as soon as possible.

As a reminder, if you are carrying a cell phone, electronic pager, computer, two-way radio, or other sound device, we ask that you silence it at this time to minimize disruption of today's meeting.

TOWN COUNCIL SPECIAL MEETING

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

MAYOR GREG BRYAN
VICE MAYOR CRAIG SANDERSON

COUNCILMEMBER BILL FITZGERALD
COUNCILMEMBER AL MONTOYA
COUNCILMEMBER JOHN RUETER

**One or two Councilmembers may attend by telephone.*

3. CONSENT AGENDA

Accounts Payable Billings

4. PUBLIC HEARING ON LIQUOR LICENSE ACQUISITION OF CONTROL FOR PLAZA BONITA RESTAURANT

5. ACTION ITEMS

- A. Consideration, discussion, and possible approval of Liquor License Acquisition of Control for Plaza Bonita Restaurant
- B. Consideration, discussion, and possible ratification of Council Subcommittee selection of the consultant Eric Duthie as Interim Town Manager
- C. Consideration, discussion, and possible approval of Resolution 2015-08 and an amended IGA between the Town and the Grand Canyon School District granting an easement for potable water and sewer utility installation at the Sports Complex

6. DISCUSSION ITEM

Status of CDBG Project

7. MOTION TO ADJOURN

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the General Store in Tusayan, Arizona on this _____ day of July, 2015 at _____ p.m. in accordance with the statement filed by the Tusayan Town Council.

Signature of person posting the agenda

ITEM NO. 4 & 5A

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor

Phoenix AZ 85007-2934

www.azliquor.gov

(602) 542-5141

15 MAY 29 11:47 AM 2014

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check
Appropriate
Box

☐

Agent Change

Complete Sections 1,2,3,4,6
(See Note 1 on back)

☒

Acquisition of Control

Complete Sections 1,2, (3,4 if changing Agent), 6

☐

Restructure

Complete Sections 1,2,(3,4 if changing Agent), 5,6
(See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)

ARCEO VERBERA

ADAN

P1052424

12033313

Last

First

Middle

Liquor License #

2. ☐ Corporation ☒ L.L.C. ☐ N/A: EL AGAVERO, LLC Corp. File #: L-1706650-2
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: PLAZA BONITA

81047003

4. Business Address: 300 STATE RTE 64 (Exactly as it appears on license)
(Do not use P.O. Box Number) TUSAYAN COCONINO 86024
City COUNTY Zip

5. Is the business located within the incorporated limits of the above city or town? ☒ Yes ☐ No

6. Mailing Address: 9165 E TANQUE VERDE TUCSON AZ 85749
City State Zip

7. Business Phone: (928) 634-7018 Residence Phone: (602) 384-4485

8. Does this transaction involve the sale of any portion of the corporate stock? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

9. Has there been any change of officers? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City State Zip
ARCEO	MIGUEL		MGR/MEM	36 E FIR ST	COTTONWOOD, AZ 86326

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City State Zip
ARCEO	MIGUEL		100 %	36 E FIR ST	COTTONWOOD, AZ 86326

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Disabled individuals requiring special accommodations please call the Department

12/2/2014

Date Received

4/1/15

CSR

SG

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER **DISCLOSURE** for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises? ☐ YES ☐ NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: _____ Date of last renewal: _____

2. Current Licensee or Agent: _____
(Exactly as it appears on license) Last First Middle

I, _____, hereby consent to the appointment of agent for this license.
(Print full name)

I agree to immediately assign a new agent in the event that I am unable to discharge the duties of agent for this license. I have not been convicted of a felony in the last five (5) years.

X _____ State of _____ County of _____
(Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER) The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 5 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? ☐ YES ☐ NO If yes, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ TRUST
☐ OTHER Explain _____

Type of new ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ TRUST
☐ OTHER Explain _____

SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, _____, hereby declare that I am the APPLICANT filing this application.
(Print full name)

have read the application and the contents and all statements are true, correct and complete.

X _____ State of ARIZONA County of COCONINO
(Signature of INDIVIDUAL OR AGENT) The foregoing instrument was acknowledged before me this

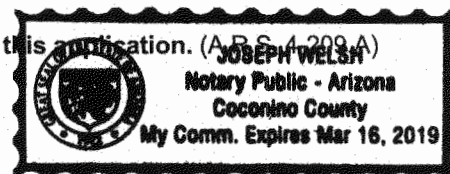
27 day of MAY, 2015
Day Month Year

My commission expires on: 03/16/2019

(Signature of NOTARY PUBLIC)

NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)



TOWN OF TUSAYAN

on the Edge of Grand Canyon National Park

RECEIVED
JUL 01 2015
BY: [Signature]
\$560 CK #1414

LIQUOR LICENSE APPLICATION

Non-refundable application fee of \$560 due upon submittal. Please make checks payable to the Town of Tusayan.

1. Name of corporation or person requesting a license:

El Agaveiro LLC

2. Business name (dba):

Plaza Bonito

3. Business address:

352 State Route 64 Tusayan AZ 86023

(928) 638 8900
Business Phone

ALLIQUOTTRAINING@AZ.COM
E-mail address

4. Please describe your business and how the sale of alcohol will be involved.

Food And Beverage Business Mexican Restaurant

5. Name of the person compiling this form:

Arceo
Last

Miguel
First

Middle Initial

Residence:

36 E Fir St Cottonwood AZ 86326
Street Address City State Zip Code

Contact Information:

()
Home Phone

()
Cell Phone

(928) 638 8900
Business Phone

6. Have you ever been arrested for, convicted of, or plead guilty or no contest to a violation of any law other than a misdemeanor traffic violation in the past 10 years?



Yes



No

If "yes," please provide details on the incident(s) including how the matter was resolved.

7. Please list all persons having any ownership interest in the business, or in the profits of the business. This includes persons with less than a 10% interest.

Last	First	Middle	% Owned	Mailing Address	City/State/Zip
Arceo	Miguel		100%	352 State Rte 64	Arroyo N 86008

*Attach additional sheet if necessary.

8. Provide information about the purchase of the business. Provide complete details on the source of any and all funding.

- a. When was the business purchased? Business started in 05/2012 by leasing property
b. How much was it purchased for? Business was not purchased
c. What did the purchase include?

Business was not purchased Building was leased and started business cost to Remodel, furnish, fixtures, kitchen equipment, licensing permit, lease etc 220 k

- d. Was the purchase of a liquor license included? ☐ Yes ☒ No

If not included in the purchase of the business, what was the cost of the license? \$2,000. Final to be \$11c

9. If the license is denied, will the business be operated without liquor sales? ☒ Yes ☐ No

This is an Acquisition of Control and not for a new liquor license liquor license already in place.

10. What are the planned hours of operation for the business if a liquor license is obtained?

Weekdays: 6:30 am - 10:00 PM

Weekends: 6:30 am - 11:00 PM

11. Will the business include dancing, live entertainment, adult entertainment, outdoor dining, outdoor alcohol consumption, pool tables, coin-operated games or automotive fuel sales?

☐ Yes ☒ No

If "yes," explain the nature of such activities as it relates to the business.

12. What type of Liquor License is being requested? _____

13. Is this business currently in operation? ☒ Yes ☐ No

If "no," what is the anticipated opening date? _____

14. Business Zoning Designation: _____

Does the business require rezoning? ☐ Yes ☒ No

If "yes," has the rezoning process begun? ☐ Yes ☐ No

15. Do you plan on modifying the existing building? ☐ Yes ☒ No

Please attach a copy of the existing site plan and floor plan(s) for the current building.

If "yes," have you received the proper building permits? ☐ Yes ☐ No

Please attach copies of the proposed site plan and floor plan(s).

Full and complete answers to these questions are important for a full and fair review of the application. Please attach additional information and sheets if you find you need additional space on the application to provide full and complete information on the questions presented.

Pursuant to A.R.S. §§ 13-2703 and 13-2002, I swear or affirm I have read all of the above questions and have personally provided all of the information to the best of my knowledge and belief and that all of it is true. I understand that all information regarding ownership of the business is very important and relevant to the processing of my application. I understand that if I provide any false information in this application, it may result in either a recommendation of disapproval of this application by the Town of Tusayan, criminal charges being filed against me, or both.

Miguel Arceo

(Signature of person filling out this form)

This sworn statement is given under oath or affirmation pursuant to A.R.S. § 13-2701(3).

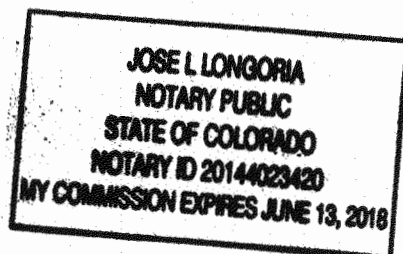
STATE OF ARIZONA ~~ARIZONA~~

Colorado ss.

County of Coconino

Morgan

SUBSCRIBED AND SWORN TO before me this 25th day of June, 2015, by Miguel Arceo



[Signature]
Notary Public

ITEM NO. 5C

**FIRST AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT FOR
FACILITIES USE, MAINTENANCE AND REPAIR AND
SPORTS COMPLEX OPERATIONS AND UTILITY SERVICE**

This Intergovernmental Agreement ("**Agreement**") is entered into as of _____, 2015, by and between the Town of Tusayan, a municipal corporation duly organized and existing in the County of Coconino and State of Arizona (the "**Town**"), and the Governing Board of Grand Canyon Unified School District No. 4 of Coconino County, Arizona, a political subdivision of the State of Arizona (the "**District**"). Each of the Town and District may be referred to as a "**Party**" and collectively may be referred to in this Agreement as the "**Parties**."

RECITALS

WHEREAS, the District owns acreage, the legal description of which is attached to this Agreement as Exhibit A, located in the Town ("the **Property**"), a portion of which is suitable for a combined school and community park; and

WHEREAS, the District is willing to allow the Town to construct or cause to be constructed several ball fields, walking trails, picnic areas, and a playground (the "**Facility**") on a certain portion of the Property consisting of approximately 13.9 acres, a survey and legal description of which is attached hereto as Exhibit B (the "**Premises**", and collectively with the Facility, the "**Park**") as a park for use by the District and the general public; and

WHEREAS, the Town desires a park located in the Town for use by the District and the general public; and

WHEREAS, the Town is willing to construct, or cause to be constructed, the Facility on the Premises to create the Park, to supervise Park operations, assist with maintenance and repairs of the Park and assist by providing sewer and potable water service to the Park; and

WHEREAS, each Party has determined that the consideration it will receive from the other Party is adequate and that the Parties will receive roughly equivalent value in benefits as a result of this exchange; and

WHEREAS, the Parties entered into the Intergovernmental Agreement for Facilities Use, Maintenance and Repair, dated January 19, 2012 (the "**Prior IGA**") to set forth their agreement regarding the construction and the joint and mutual use, operation and maintenance of the Park; and

WHEREAS, the Parties now desire to amend and restate the Prior IGA to document the Parties' rights and obligations to provide for potable water and sewer service to the Park in addition to the other obligations set forth in the Prior IGA; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts between public agencies for joint or cooperative

action; Arizona Revised Statutes Sections 15-341, 15-342 and 15-364, authorizing school districts, *inter alia*, to manage, control, furnish, repair and improve school property, to enter into intergovernmental agreements, to lease school property to a city for a public purpose, and to contract with cities for the cooperative maintenance, operation and use of recreational facilities; and Arizona Revised Statutes Section 9-240 authorizing a common council to control the property of the Town; and the inherent powers of the Town to provide for the health and welfare of its citizens;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

The foregoing RECITALS are incorporated into this Agreement by this reference.

1. **PURPOSE.** The purpose of this Agreement is to set forth the responsibilities and contributions of the Parties with respect to the design, construction, use, operation, maintenance and repair of the Park and to provide sewer and potable water service to the Park. The Park will be built in phases as financing becomes available, pursuant to the Master Plan developed on June 14, 2011.
2. **TERM.** The term of this Agreement shall commence on January 19, 2012, and shall terminate on June 30, 2021; provided, however, that this Agreement may be extended for a period of five years upon written agreement signed by both Parties. A Party desiring to extend the Agreement shall send written notice of intent to extend to the other Party not less than forty-five days prior to June 30, 2021. Acceptance of such extension by the notified Party shall be indicated in writing.
3. **PARK DEVELOPMENT.** The District commissioned a Master Plan, which is hereby incorporated by reference into this Agreement as if fully set forth herein, to provide a framework for developing the Park. The Master Plan is a conceptual design of the Park when finished. Included in the Master Plan is a proposal for construction in phases as funding becomes available, including a proposal for an initial construction phase ("**Phase 1**" as defined below), which could be completed using currently-available resources.
 - A. The initial construction phase consists of earthwork and grading to provide proper drainage, construction of both a full-size basketball court and a half-court basketball court (including sub-grade preparation, reinforced concrete base, goals, and striping), construction of the Rotary Club Ramada, and development of a temporary community garden ("**Phase 1**").
 - B. Town shall construct or cause to be constructed Phase 1, complying with the Master Plan and all applicable federal, state, county and municipal laws, building codes, regulations and rules.
 - C. Town shall use funding provided by Grand Canyon Rotary Club to construct the Rotary Club Ramada and shall place signage on the ramada that it is the "Rotary Club Ramada."

- D. Phase 1 shall be funded from various sources, including but not limited to donations from the public, contributions from businesses, and monies from the District and Town. To the extent practicable, donated funds shall be used as requested by the donor; provided, however, that if the donor has placed restrictions on a donation (such as naming a building after the donor), a written agreement must be signed with the donor, prior to use of the donated funds, specifying the restrictions, limitations on the length of time the restrictions will apply, and any other matters pertinent to the restrictions.
4. **POTABLE WATER AND SEWER SERVICE.** The Town shall cause potable water and sewer service to be provided to the Park pursuant to the Joint Maintenance Agreement – Sewer and Water, by and between the Town and the Bonnie Thurston Trust, an _____ trust, dated as of _____, 2015 (“**Joint Utility Agreement**”). The District hereby grants the Town an easement for sewer and potable water lines as depicted and legally described in Exhibit C as required by the Joint Utility Agreement. Except as provided in Section 8.F of this Agreement, the Town shall be responsible for the costs of installing and maintaining such potable water and sewer lines.
5. **FEE AND SERVICES.** Pursuant to ARS Section 15-1105(A), the District may lease school property to any organization for recreational purposes in the interest of the community. The District must charge a reasonable use fee for such lease, which fee may include goods contributed or services rendered by the Town to the District. The District hereby grants to the Town a non-exclusive license to construct, use, operate and maintain the Park.
- A. The reasonable use fee charged to the Town for the license to use the Premises shall be services rendered by the Town pursuant to Section 3 (Park Development) and Section 7 (Obligations of Town) herein.
- B. Town may set fees for use of all or any portion of the Park and collect such fees and revenues in a separate bank account from which Town will pay the expenses of operation and maintenance (including but not limited to utilities, supplies, and personnel) of the Park except as expressly provided elsewhere in this Agreement.
6. **LIAISONS.** Each Party shall designate a person in its employment to serve as liaison with the other Party with respect to issues relating to the Park. The Parties' liaisons shall oversee construction and development of the Park and ensure that it complies with the Master Plan. The liaisons shall meet not less often than quarterly to discuss the Park and the status of use, maintenance and repair.
- A. Should maintenance or repair of any part of the Park require closure of any portion of the Park, the Town's liaison shall report such to the District's liaison as soon as practicable after learning of the impending closure.
- B. As soon as practicable after the District establishes a calendar for its academic year and knows what dates it will be using the ball fields at the Park, the District liaison shall notify the Town liaison of such dates.
- C. During the term of this Agreement, the Parties' liaisons shall discuss and determine (a) the schedules for the use of Facilities and any projected closure dates; (b) any required

maintenance or repair of the Facilities; (c) any proposed capital improvements to be made in the foreseeable future; and (d) any other matter concerning the Facilities that may arise. Meetings shall be held prior to the beginning of each semester of the District calendar. Prior to June 15 each year, the District shall notify the Town of the dates for the meetings to be held in the upcoming year. Meeting dates may be rescheduled by mutual agreement of the Parties, and the time of day the meeting is to be held shall be as agreed upon by the Parties. Other meetings may be held as necessary, and may be called by either Party following not less than forty-eight hours' notice to the other Party.

7. USE. The Parties each represent that the Park will be used only for the purpose of a public outdoor recreational facility. The Parties agree to comply with all applicable state, federal or municipal laws and regulations, and with the policies and regulations of the District pertaining to the use and occupancy of the Park. Neither Party shall use or allow any portion of the Park to be used for any unlawful purpose. Neither Party shall commit or allow to be committed any waste or nuisance in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by either Party.
 - A. The District shall at all times retain ownership of the Premises, shall have priority to use the ball fields, and shall be charged no fee by the Town for such use. The District shall present to the Town a list of the dates and times during which the District will be using the ball fields. Such list shall project a minimum of three months of time, but should project as far into the coming fiscal year as is practicable.
 1. When the District is using the ball fields, for any event or activity, the District shall be responsible for expenses related to supervision, security, and supplies used in connection with such use.
 2. After use of the ball fields by the District for any event or activity, the District will be responsible for trash pickup and ensuring the trash is placed in the proper trash receptacles at the ball fields, but shall not be responsible for emptying the trash receptacle or removing it from the Park.
 3. If, during use of the ball fields by the District, damage to the ball fields is caused by the District, its students or invitees, then the District shall be responsible for the cost of repairs or replacement of the damaged property; provided, however, that the District will not be responsible for damage resulting from lack of preventative maintenance.
 - B. Subject to Paragraph A of this Section 3, the Town may schedule Town-sponsored events at the Park.
 - C. Subject to Paragraph A and Paragraph B of this Section 3, the members of the general public may have access to and use of the Park at any times designated by the Town.
 - D. If an emergency prevents a scheduled use of the ball fields by the District, the Party knowing of the emergency shall notify the other Party as soon as is practicable following discovery of the emergency situation, and the Town shall use all reasonable effort to

accommodate the District in rescheduling use of the ball fields. As used herein, the term "emergency" shall mean (1) a condition of force majeure, (2) an unforeseeable human-caused event (such as vandalism or bombing), or (3) an unforeseeable (with the exercise of reasonable diligence) scheduling conflict with an essential (i) government function in the case of the Town, or (ii) a school function in the case of the District.

8. OBLIGATIONS OF THE TOWN.

- A. The Town shall provide and maintain such supervision and security at the Park as may be necessary in Town's discretion to ensure that all members of the general public using the Park shall have proper access to the Park and shall not enter any part of the land, buildings or improvements of the District, other than the Park for use of which authority is herein granted, and the Town shall provide within ninety (90) days of execution of this Agreement, and update as appropriate, a security plan for the Park to be set in the Town's discretion;
- B. Except as provided in Section 6(A) above, the Town shall be responsible for all expenses related to the supervision, security and supplies required in conjunction with activities conducted at the Park, and for the control, administration and supervision of its personnel and of the programs and activities so conducted;
- C. Except as provided in Section 6(A) above, the Town shall be responsible for cleaning and trash pick-up at the Park, and for repairing, replacing, remedying any and all damage caused to or at the Park by any use;
- D. The Town shall maintain any and all records properly required for and associated with the construction and operation of the Park; and
- E. The Town shall be responsible to inspect the Facilities and all fixtures and equipment used therein for safety conditions and for damage on a schedule as determined by the Town, and shall repair and maintain the Facility in accordance with recreation industry standards, generally, and with all applicable health and/or safety standards, rules, regulations and laws.
- F. The Town may request financial assistance from the District for maintenance and repair of the ball fields. The District, in its sole discretion and based on budgeted funds, may agree to pay for the cost of repair and maintenance upon presentation of invoices showing the actual cost of the repair or maintenance. Payment, if approved, will be made within thirty (30) days of District Governing Board approval of such invoices. If the District fails to approve payment of the cost, the District will notify the Town not less than five days after the Governing Board meeting in which payment of the invoices was not approved.

9. EMPLOYEES. Agents, employees and contractors hired by a Party to provide supervisory, security or other services at the Park shall be and remain the agent or employee of the Party by whom the agent, employee or contractor is hired, and such Party shall be the primary employer for workers compensation purposes. Neither the District nor its officers, administrators, employees or students shall be considered as an employee of Town or be entitled

to receive any employment-related wages or benefits from the Town. Neither the Town nor its officers, administrators or employees shall be considered as an employee of the District or be entitled to receive any employment-related wages or benefits from the District.

10. INDEMNIFICATION.

- A. To the extent allowed by Arizona law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of this Agreement, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor or its officers, officials, agents, employees, or volunteers.
- B. District has no knowledge and has received no notice of any pollution, health, safety, fire, environmental, sewerage or building code violation, as those terms are defined in any hazardous substance laws. The Town will not permit to occur any release, spillage, emission, generation, manufacture, storage, treatment, transportation, or disposal of hazardous material as that term is defined in any hazardous substance laws, on, in or from the Premises, except strictly in accordance with applicable environmental laws with respect to those hazardous materials that are necessary for the daily operation of the Town's business.

(1) To the extent permitted by law, the Town agrees to indemnify, defend (with counsel acceptable to the District at Town's sole cost), and hold the District, the District's officers, administrators, employees, and agents free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages) disbursements, or expenses of any kind (including reasonable attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred, by, or asserted or awarded against the District or any of them in connection with or arising from or out of any violation or claim of violation by the Town of any environmental law; or the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of hazardous material.

(2) To the extent permitted by law, the District agrees to indemnify, defend (with counsel acceptable to the Town at District's sole cost), and hold the Town, the Town's officers, administrators, employees, and agents free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages) disbursements, or expenses of any kind (including reasonable attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred, by, or asserted or awarded against the Town or any of them in connection with or arising from or out of any violation or claim of violation by the District of any environmental law; or the imposition of any lien for the recovery of any costs for

environmental cleanup or other response costs relating to the release or threatened release of hazardous material by the District.

- C. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by a Party to indemnify, defend and hold harmless the other Party shall be limited to and payable only from the indemnifying Party's available insurance, or self-insurance coverage for liability assumed by contract, if any, available as part of its general liability insurance program.

11. INSURANCE. Each Party to this Agreement shall procure and maintain for the duration of the Agreement, Commercial General Liability insurance against claims for injury to persons or damage to property which may arise from or in connection with the construction, development and operation of the Park. Such policy shall include broad form contractual coverage and shall name the other Party as an additional insured. Nothing in this Section shall be construed to prohibit a Party from being self-insured.

- A. The minimum amount of such coverage shall be in the amount of Two Million Dollars (\$2,000,000) for each occurrence, One Million Dollar (\$1,000,000) Products and Completed Operations Annual Aggregate and a Four Million Dollar (\$4,000,000) General Aggregate Limit.
- B. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- C. If any part of this Agreement is contracted, subcontracted or vended, each Party shall require its contractor(s), subcontractor(s), and vendors to name the other Party as an additional insured to the same extent they are named as an additional insured as required under the contract.

12. OWNERSHIP OF EQUIPMENT, FIXTURES AND IMPROVEMENTS. All tangible personal property (such as equipment, supplies and materials) brought to or used upon a Facility shall be and remain the property of the Party providing the property. All fixtures and improvements installed or affixed in or upon the Premises shall become the property of the District at the time installed or affixed.

13. AUTHORITY TO CONTRACT. Each Party represents and warrants that it has full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and has taken all required acts or actions necessary to authorize the execution and performance of the Agreement. Each Party represents and warrants that the person signing this Agreement on that Party's behalf has been duly authorized by the Party to sign and bind the Party to this Agreement.

14. NOTICES. Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this Section:

If to the Town:

Town Manager
Town of Tusayan
P.O. Box 709
Tusayan, Arizona 86023

If to the District:

Superintendent
Grand Canyon Unified School District No. 4
P.O. Box 519
Grand Canyon, Arizona 86023

15. DISPUTE RESOLUTION. The Parties hereby covenant and agree to make all reasonable effort to resolve any and all disputes arising under this Agreement by good faith negotiations. If such negotiations fail, then the Parties shall seek mediation of the dispute. The Parties shall share the expense of the mediator, but each Party shall bear its own cost of presentation before the mediator, including the cost of attorney fees if the Party desires legal representation at the mediation.

16. INTEGRATION. Each of the Parties acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed herein, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are hereby unenforceable unless expressed in this Agreement.

17. AMENDMENT AND TERMINATION. This Agreement may be modified or amended only by written agreement executed by both of the Parties.

A. This Agreement may be terminated by either Party for any or no reason upon the terminating Party delivering notice of intent to terminate to the non-terminating Party not less than ninety days prior to the effective date of such termination; provided, however, that upon termination under the terms of this paragraph A, the Parties shall use their best efforts to honor commitments scheduled prior to termination for use of the Facilities within the six month period following the termination date.

B. This Agreement may be cancelled for conflict of interest pursuant to Arizona Revised Statutes §38-511.

C. If, for any reason, funds are not appropriated by the Town to provide for maintenance of the Park for the purposes provided in this Agreement, the Town may terminate the Agreement at the end of the fiscal period in which the last appropriation occurred following notice delivered not less than ninety (90) days prior to the end of the same fiscal year.

18. NO ASSIGNMENT; BINDING EFFECT. The benefits of this Agreement may not be assigned by either Party. The duties and obligations of this Agreement may be delegated by either Party and shall be binding upon the successors and delegees. No delegation shall relieve a Party of obligations under this Agreement unless the delegee assumes the obligations of the Party in writing and delivers such to the other Party.

19. SEVERABILITY. In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the Parties hereto.

20. WAIVER. No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, of or any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

21. NONDISCRIMINATION. Neither Party shall discriminate against any person in any way because of the person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the Party's duties under this Agreement. Each Party shall comply with the provisions of Arizona Executive Order 75-5, as amended from time to time, the terms of which are incorporated herein by reference.

22. GOVERNING LAW. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

23. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS. Each Party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A). The Parties acknowledge that pursuant to A.R.S. § 41-4401 a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Parties retain the legal right to inspect the papers of any employee who works for either Party to ensure compliance with this warranty.

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24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and date first written above.

FOR TOWN:

FOR DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Attest: Town Clerk

Attest:

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for the Town of Tusayan, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the Town.

Attorney for Town

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for Grand Canyon Unified School District No. 4 of Coconino County has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the District.

Attorney for District – Mangum, Wall, Stoops & Warden, PLLC

STATE OF ARIZONA)

) SS.

County of Coconino)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of the Town of Tusayan, on behalf of the Town of Tusayan.

(seal)

Notary Public

STATE OF ARIZONA)

) SS.

County of Coconino)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of the Grand Canyon Unified School District No. 4 of Coconino County.

(seal)

Notary Public

EXHIBIT A
Property Boundary Description

PROPERTY BOUNDARY DESCRIPTION

A portion of Tract 39 as cited in Instrument No. 3488680, Records of Coconino County, Arizona (RCC), as shown on the U.S. Bureau of Land Management Plat 1247-C, filed April 14, 2006, situated in the west half of Section 24, Township 30 North, Range 2 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING for reference at Angle Point 5 of said Tract 39;

Thence South 40°39'00" West, 116.07 feet, more or less, along the southeast line of said Tract 39 to its intersection with the southerly line of that easement described as Parcel 2 in Instrument No. 3042100, RCC, and the POINT OF BEGINNING;

Thence continuing South 40°39'00" West, 825.40 feet along said southeast line of Tract 39;

Thence North 49°21'00" West, 828.771 feet to Angle Point 1 of said Tract 39;

Thence North 43°57'00" East, 814.24 feet, more or less along a northwest line of said Tract 39 and a prolongation thereof to a point on said southerly line of that easement described Parcel 2 in Instrument No. 3042100, RCC;

Thence South 25°25'59" East, 220.96 feet along said southerly line to a point of curvature;

Thence southeasterly, 161.84 feet along the arc of a 2,960.00 foot radius curve, concave to the southwest, having a central angle of 03°07'58" to a point of reverse curvature;

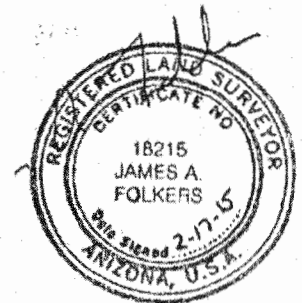
Thence southeasterly and northeasterly, 264.26 feet along the arc of a 190.00 foot radius curve, concave to the northeast, having a central angle of 79°41'17" to a point of reverse curvature;

Thence northeasterly and southeasterly, 234.54 feet, more or less, along the arc of a 310.00 foot radius curve, concave to the southwest, having a central angle of 43°20'53" to the POINT OF BEGINNING.

CONTAINING 583,018 square feet (13.38 acres), more or less.

Prepared by:

James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 114675



EXPIRES 12-31-2017

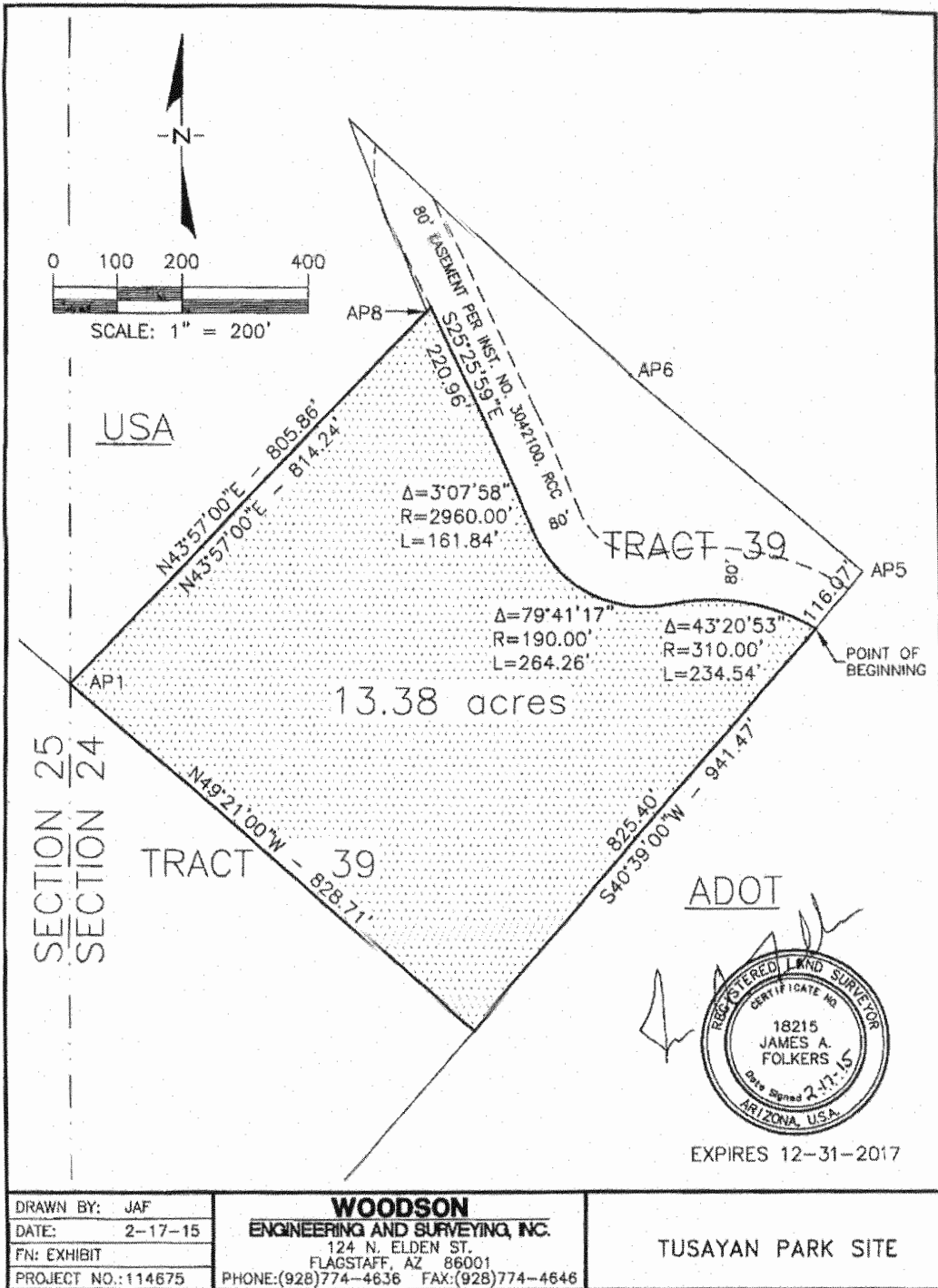


EXHIBIT B

Premises

EXHIBIT C
Easement Description and Depiction

EASEMENT DESCRIPTION

A 10.00 foot wide strip over, under and across a portion of that parcel described in Instrument No. 3488680, Records of Coconino County, Arizona (RCC), situated in the northwest of Section 24, Township 30 North, Range 2 East, Gila and Salt River Meridian, Town of Tusayan, Coconino County, Arizona, lying 5.00 feet on each side of the following described centerline:

COMMENCING for reference at a found 3-1/4" U.S. Bureau of Land Management brass cap marked "TR37 S34 T30N R2E 2001 2005";

Thence North 49°38'39" West, 181.90 feet along the northeasterly line of said parcel described in Instrument No. 3488680 to the POINT OF BEGINNING;

Thence South 61°33'06" West, 98.23 feet;

Thence South 83°30'26" West, 55.37 feet;

Thence South 45°12'12" West, 75.35 feet;

Thence South 43°09'13" West, 62.86 feet;

Thence South 37°20'25" West, 56.66 feet;

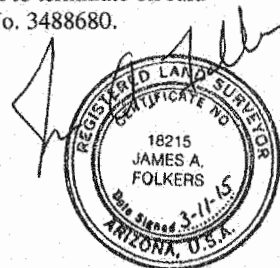
Thence South 74°32'05" West, 64.20 feet;

Thence South 09°55'12" West, 41.21 feet to the POINT OF TERMINUS.

As shown on the attached exhibit drawing, which is made a part hereof by this reference.

The sidelines of this strip are to be shortened or prolonged to terminate on said northeasterly line of that parcel described in Instrument No. 3488680.

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 114675/14



EXPIRES 12-31-2017

